## **TERMS & CONDITIONS (ROI)**

for

FREE Boiler Offer or Boiler Support Offer or LPG Supply Offer PLUS a 12 month Price

## Freeze +Calor MiniBBQ

## Part 1

- 1. These Terms and Conditions of Calor Teoranta, trading as Calor Gas, Calor Ireland, Blugas and Calor Kosangas ("Calor") apply only to new bulk liquefied petroleum gas ("LPG") installations of a Calor gas central heating system in the Republic of Ireland in respect of: domestic customers, self-build domestic customers, and/or domestic customers changing their energy supplier to Calor ("Domestic Customers"). 2. This offer document and these Terms and Conditions are not available to new or existing commercial or metered customers or change of ownership customers.
- 3. The Principal Offer set out in this offer document and these Terms and Conditions is only available to Domestic Customers for their principal private residence and where Calor LPG will be their primary central heating source at such principal private residence.

The Secondary Offer set out in this offer document and these Terms and Conditions is only available to Domestic Customers for their secondary private residence or where Calor LPG will not be their primary central heating source at his/her principal private residence. 4. The alternative offers set out at Clause 5 and Clause 9 below (as applicable) are only available to Domestic Customers who have entered into an Agreement for the Supply of Bulk LPG with Calor for a fixed term of 24 months (the "Supply Agreement") and the provisions of the Supply Agreement will apply to all such offers and these Terms and Conditions.

5. Where a Domestic Customer satisfies the conditions set out at Clause 1 – 4 above, they may avail of **one** of the follow offers:

A. **FREE Boiler:** Calor will provide one FREE boiler to each new domestic central heating customer. This offer applies to the following boiler types:

- one Vokera Vision 25S; or
- one Vokera Mynute i30; or
- one Combi 30kW Vokera Vision 30C only.

Each boiler type comes with standard horizontal flue and LPG conversion kit.

Calor reserves the right to choose which boiler model will be installed at the Domestic Customer's principal private residence and may, at its sole discretion, substitute any or all of the free boiler models listed above with another boiler model.

Installations will be completed by independent domestic gas installers who are approved and registered with The Registered Gas Installers of Ireland ("**RGII**").

The cost of installation and any and all costs associated with or ancillary to this Clause 5A offer will be the sole responsibility of the Domestic Customer;

	OR
В.	<b>Boiler Support</b> : Any new domestic central heating customer who does not wish to avail of the FREE boiler offer at Clause 5A above will alternatively have the option to purchase an alternative boiler model to those boiler models listed in Clause 5A above, and in such case Calor will subsidise a portion of the purchase price actually paid by the Domestic Customer in purchasing any such alternative boiler a fixed payment of €600 (inclusive of VAT) (the " <b>Subsidy</b> ").
	The Subsidy will be paid directly to the Domestic Customer's installer, who must be approved and registered with RGII, only upon receipt by Calor of: (i) an invoice; (ii) the appropriate installation certificate; and (iii) the flue gas receipt from such RGII installer.
	The amount of €600 (inclusive of VAT) is the maximum amount that Calor will pay under the Subsidy. Where a Domestic Customer avails of the offer under this Clause 5B, he/she will be responsible for any and all costs associated with or ancillary to the purchase and installation of the alternative boiler model;
	OR
C.	<b>LPG Supply</b> : If a Domestic Customer does not wish to avail of the FREE boiler offer or the boiler support offer on the terms set out at Clauses 5A or 5B above, Calor will offer such Domestic Customer 1,000 litres of LPG instead of a FREE boiler offer or boiler support offer.

For the avoidance of doubt, a Domestic Customer who satisfies the conditions set out at Clause 1-4 above may avail of any one of the offers set out at Clauses 5A or 5B or 5C above but not more than one of such offers.

The offers set out at Clauses 5A, 5B and 5C above are together defined as the "**Principal Offer**").

A Domestic Customer entitled to avail of the Principal Offer on or before 31 August 2017 will receive, in addition to the Principal Offer, a promotional once off Calor Mini BBQ, which will be sent to the Domestic Customer's address.

- 6. Domestic Customers are responsible for ensuring that their domestic gas installation is installed by persons who have successfully completed the appropriate gas installer course, who are registered with RGII to carry out work on LPG installations of boilers and that such installations are installed in accordance with the boiler manufacturer's instructions. Calor will not be responsible or liable for or in connection with the installation of any boiler under Clauses 5A and 5B above.
- 7. All domestic gas installations must be installed and certified to conform to the requirements of Irish Standard 813:2014 Domestic Gas Installations (Edition 3), current Building Regulations and appliance manufacturer's installation instructions.
- 8. Furthermore, Calor will not be responsible or liable for or in connection with the warranty or manufacture of any boiler provided by Calor to the Domestic Customer under Clause 5A above or subsidised by Calor under Clause 5B above. The Domestic

Customer is responsible for ensuring that they maintain their boiler in accordance with the boiler manufacturer's instructions.

9. Where a Domestic Customer has a secondary private residence or where Calor LPG will not be the Domestic Customer's primary central heating source at his/her principal private residence, the offers set out at Clauses 5A, 5B and 5C respectively will not be available to such Domestic Customers. In this instance and subject to such Domestic Customers satisfying the conditions set out at Clause 1, 2 and 4 above, Calor will offer such Domestic Customers 500 litres of LPG only (the "Secondary Offer").

A Domestic Customer entitled to avail of the Principal Offer on or before 31st August 2017 will receive, in addition to the Principal Offer, a promotional once off Calor mini BBQ, which will be sent to the Domestic Customer's address.

10. Clause 17of the Supply Agreement in respect of the limitation of liability of Calor will apply to the Offer as if it were set out in full herein and as if the defined term "Equipment" was defined as including "boiler" in the sub-clause thereunder.

## Part 2

11. Domestic Customers availing of the Principal Offer or the Secondary Offer (as applicable) (together the "Offer") will further be provided with a 12 month price freeze promise with respect to the price of LPG, which will commence on the Commencement Date (as defined in the Supply Agreement) (the "Price Freeze").

The Price Freeze is subject always to any variations in duties, levies, taxes or charges of any description imposed by law from time to time and/or any charges arising from a force majeure event and accordingly, the price of LPG may increase to reflect any of the foregoing only during the Price Freeze.

The Price Freeze is subject also to the Domestic Customer paying all sums payable to Calor under the Supply Agreement on the due date for payment.

On the expiry of the Price Freeze, the price of LPG will revert to the price of LPG for Domestic Customers pursuant to the terms and conditions of the price bands and discount bundles as notified to the Domestic Customer by Calor

- 12. Applications to qualify for and avail of the Principal Offer or the Secondary Offer will be subject to inspection, verification and acceptance by Calor personnel.
- 13. The Offer is non-transferable and cannot be refunded or exchanged. There is no monetary cash value offered.
- 14. The Offer is subject to availability and may be withdrawn or changed by Calor at any time and without notice.
- 15. The Offer is not available in conjunction with any other offer.
- 16. The Offer is valid for the entire months of May, June, July and August 2017 (1 May 2017 to 31 August 2017 inclusive). The Offer includes a promotional once off Calor Mini BBQ, which will be sent to the Domestic Customer's address.
- 17. In relation to a Principal Offer availed of by a Domestic Customer on or prior to 31 August 2017, installations for such Principal Offer must be completed on or prior to 30 September 2017.
- 18. Only persons aged 18 and over can apply for the Offer.

- 19. Any and all Domestic Customers who are tenants must first seek the permission of the home owners in order to avail of the Offer. If permission has been granted, the Domestic Customer, as tenant, and the home owner, as landlord, must both sign separate Supply Agreements in order to avail of the Offer for the Domestic Customer as tenant only.
- 20. Title to any boiler supplied by Calor to the Domestic Customer under Clause 5A, or any boiler subsidised by Calor under Clause 5B, or any LPG supplied by Calor to the Domestic Customer under Clause 5C or Clause 9 will not pass to the Domestic Customer until such time as the Domestic Customer has complied with these Terms and Conditions. However risk in any boiler supplied by Calor to a Domestic Customer will pass from Calor to the Domestic Customer from the time of their delivery.
- 21. In the event that any of these Terms and Conditions conflicts with any of the terms of the Supply Agreement, these Terms and Conditions will prevail.
- 22. A Calor employee and/or a Calor third party contractor and/or any member of a Calor employee's immediate and or extended family and/or a Calor third party contractor's immediate and or extended family are excluded from ever availing of these terms and conditions.